

DRAFT

AG Contract No. _____
ADOT MPD File: IGA # _____
Project Number: P _____
Agreement Amount: \$ _____
Study Name: _____

DOCUMENT SUBJECT TO CHANGE

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
(name of local jurisdiction)

THIS AGREEMENT is entered into (date), pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and (name of local jurisdiction), acting by and through its BOARD.

I. RECITALS

1. The State is authorized by Arizona Revised Statutes Section 28-401 and 28-334 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The (name of local jurisdiction) is authorized by Arizona Revised Statutes Section 11-201 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the (name of local jurisdiction).
3. Federal funds have been authorized in the total amount of (dollar amount). Funds are to be expended pursuant to the tasks proposed in the Scope of Work (Exhibit A), herein after referred to as the Study.

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

I. SCOPE OF WORK

1. The State shall:

- a. Using State approved procurement procedures; participate with the (name of local jurisdiction) in the selection of a professional transportation planning consultant to conduct the Study.
- b. Review all procedures, deliverables, and progress reports developed by the consultant, and provide comments to the (name of local jurisdiction) and the consultant, as appropriate. Review and approve each deliverable prior to each payment made by the (name of local jurisdiction) to the consultant.
- c. Within thirty (30) days after receipt and approval of invoices based on approved deliverables, reimburse (name of local jurisdiction) in the amount agreed upon for the deliverable in the consultant contract. Requests for reimbursement shall be addressed to the Arizona Department of Transportation, ATTN: MPD Administration, 206 S. 17th Ave., MD310B, Phoenix, AZ 85007.

2. The (name of local jurisdiction) shall:

- a. Using State-approved procurement procedures, advertise for, and with the concurrence of the State, select and hire a professional transportation-planning consultant to conduct the Study. Be the lead agency for the Study and provide a project manager. Strictly comply with all state and federal procurement laws, rules and procedures. The selection process shall be competitive whenever possible.
- b. Within one year of the notice of award from the State, shall issue the Notice to Proceed to the selected consultant.
- c. Within two years of the issuance of the Notice to Proceed, shall deliver the approved Study final report to the State.
- d. Provide the State timely copies of Study progress reports and deliverables, and ensure the incorporation of State review comments. Provide the State a copy of the each deliverable, and obtain the State's approval prior to making each deliverable-based payment to the consultant. Accept the final report on behalf of the parties hereto.
- e. Assume financial responsibility for any consultant claims for extra compensation, attributable to the (name of local jurisdiction).
- f. Invoice ADOT following approval by the State and (name of local jurisdiction) of each deliverable in the form of the sample invoice (Exhibit B) attached and made a part of hereof
- g. Comply with all applicable State, federal, and local law.
- h. Ensure that Environmental Justice (Title VI) issues are dealt with in the following manner: The transportation improvement projects recommended in this study shall examine the potential effects, both positive and negative, that recommendations made by the Study may have on minority and low-income populations. Census data are readily available and describe the population living within geographic regions affected by the proposed recommendations. Should any of the recommendations place a disproportionate burden on minority or low-income populations, the Study shall explain the considerations that dictated this recommendation over alternative actions. In addition, a concerted effort must be made to reach minority and low-income populations to obtain their input, particularly in meetings designed to encourage public participation.

III. MISCELLANEOUS PROVISIONS

1. Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or other expenses (including, but not limited to, reasonable attorneys' fees) (hereinunder collectively referred to as "claims") arising out of bodily injury of any person (including death), property damage and any other claims (including, but not limited to, claims of derivative or vicarious liability), which are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.
2. The total amount of funds expended under this Agreement shall not exceed the total Study cost. The (name of local jurisdiction) shall be responsible for any cost overruns.
3. This Agreement shall remain in force and effect until completion of the Study and payment of all reimbursements; provided, however, that this Agreement may be cancelled at any time prior to the award of a contract with the selected consultant, upon thirty (30) days written notice to the other Party. Further, this Agreement may be terminated by the State if the (name of local jurisdiction), in the opinion of the State, fails to pursue due diligence on the Study or in the performance of any of the terms of this Agreement.
4. This Agreement shall become effective upon filing with the Secretary of State pursuant to Arizona Revised Statute Section 11-952 (F).
5. This Agreement is subject to Arizona Revised Statutes Section 38-511 and may be cancelled due to conflicts of interest..
6. The provisions of Arizona Revised Statutes Section 35-214 pertaining to 5-year records retention and audit by the State are applicable to this Agreement.
7. In the event of any controversy which may arise out of this Agreement, the Parties hereto agree to abide by arbitration as is set forth in Arizona Revised Statutes Section 12-1518.
8. In accordance with Arizona Revised Statutes Section 11-952, (D), attached hereto and incorporated herein is the written determination of each Party's legal counsel that the Party is authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.
9. Non-Availability of Funds. Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
10. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, USC. 12101-12213) and all applicable federal regulations under the ACT, including 28 CFT Parts 34 and 36 (Non-Discrimination). The (name of local jurisdiction) shall comply with Executive Order 2003-22, which mandates that all persons, regardless of race, color, religion, sex age, national origin or political affiliation shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules and regulations, including the Americans With Disabilities Act. The (name of local jurisdiction) shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin or political affiliation or disability.

11. All notices or demands upon any party to this Agreement, except as otherwise specified herein, shall be in writing and shall be delivered in person or sent by mail addressed as follows:

For Contract Issues

Arizona Department of Transportation
Multimodal Planning Division
ATTN: Mary Ann Roder
206 South 17th Ave., Mail Drop 310B
Phoenix, AZ 85007
Phone: 602-712-7333
FAX: 602-712-3046
Mroder@azdot.gov

(name of local jurisdiction) project manager

For Project Issues

Arizona Department of Transportation
Multimodal Planning Division
Name of ADOT project manager
206 South 17th Ave., Mail Drop 310B
Phoenix, AZ 85007
Phone: _____, FAX: 602-712-3046
E-mail address

(name of local jurisdiction) project manager

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

(name of local jurisdiction)

STATE OF ARIZONA
Department of Transportation

By _____

Board of Supervisors/Mayor/Tribal Leader

By _____

Rakesh Tripathi, Division Director
Multimodal Planning Division

ATTEST

By _____

Clerk of the Board